

|  |  |   |  |  |  |  |  |
|--|--|---|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |   |  | 1. Contract ID Code<br>Firm-Fixed-Price  |  | Page 1 Of 7  |  |
| 2. Amendment/Modification No.<br><br>P00001  |  | 3. Effective Date<br><br>2003APR25  |  | 4. Requisition/Purchase Req No.<br><br>SEE SCHEDULE  |  | 5. Project No. (If applicable)   |  |
| 6. Issued By<br><br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-C<br>BOBBIE STEGALL (309)782-3618<br>ROCK ISLAND IL 61299-7630<br><br>EMAIL: STEGALLB@RIA.ARMY.MIL   |  | Code W52H09   |  | 7. Administered By (If other than Item 6)<br><br>DCMA DAYTON<br>AREA C BUILDING 30<br>1725 VAN PATTON DR<br>WRIGHT-PATTERSON AFB OH 45433-5302 |  | Code S3605A  |  |
|  |  |   |  | SCD A PAS S3605A2005APC ADP PT HQ0337  |  |  |  |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>S&S TOOL AND MACHINE CO<br>910 N ENGLISH STATION ROAD<br>LOUISVILLE KY 40223<br><br>TYPE BUSINESS: Other Small Business Performing in U.S.  |  |   |  | <input type="checkbox"/>   |  | 9A. Amendment Of Solicitation No.                                      |  |
|  |  |   |  | <input type="checkbox"/>   |  | 9B. Dated (See Item 11)  |  |
|  |  |   |  | <input checked="" type="checkbox"/>  |  | 10A. Modification Of Contract/Order No.<br><br>DAAE20-03-D-0044        |  |
|  |  |   |  | <input type="checkbox"/>   |  | 10B. Dated (See Item 13)<br><br>2003JAN16                              |  |
| Code 7P154   |  | Facility Code   |  |  |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |   |  |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |  |  |
| 12. Accounting And Appropriation Data (If required) Payment will be made by Electronic Funds Transfer<br>NO CHANGE TO OBLIGATION DATA  |  |   |  |  |  |  |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>   |  |   |  |  |  |  |  |
| KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.   |  |   |  |  |  |  |  |
| <input type="checkbox"/>   |  | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In   |  |  |  |  |  |
| <input type="checkbox"/>   |  | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |  |  |  |  |
| <input checked="" type="checkbox"/>  |  | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)(3)   |  |  |  |  |  |
| <input type="checkbox"/>   |  | D. Other (Specify type of modification and authority)   |  |  |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.   |  |   |  |  |  |  |  |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>SEE SECOND PAGE FOR DESCRIPTION   |  |   |  |  |  |  |  |
| Contract Expiration Date: 2006MAR31  |  |   |  |  |  |  |  |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |  |   |  |  |  |  |  |
| 15A. Name And Title Of Signer (Type or print)  |  |   |  | 16A. Name And Title Of Contracting Officer (Type or print)<br>JERRY L YOWELL<br>YOWELLJ@RIA.ARMY.MIL (309)782-6736                             |  |  |  |
| 15B. Contractor/Offoror<br><br>_____<br>(Signature of person authorized to sign)   |  | 15C. Date Signed  |  | 16B. United States Of America<br><br>By _____/SIGNED/<br>(Signature of Contracting Officer)  |  | 16C. Date Signed<br><br>2003APR25                                      |  |
| NSN 7540-01-152-8070<br>PREVIOUS EDITIONS UNUSABLE   |  |   |  | 30-105-02  |  | STANDARD FORM 30 (REV. 10-83)<br>Prescribed by GSA FAR (48 CFR) 53.243 |  |

|   |   |                           |
|---|---|---------------------------|
| <b>CONTINUATION SHEET</b>                                     | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-03-D-0044 <b>MOD/AMD</b> P00001 | <b>Page</b> 2 <b>of</b> 7 |
| <b>Name of Offeror or Contractor:</b> S&S TOOL AND MACHINE CO |   |                           |

SECTION A - SUPPLEMENTAL INFORMATION

1. This supplemental agreement incorporates the following clarifications/changes resulting from the Post Award Conference held on 12 Mar 03.

- (a) Page 3, paragraph (5)(b), production lot acceptance samples are not required. This sentence is deleted.
- (b) Page 6, Clause A-7, Contractor Performance Certification Program (CP) 2 is deleted. This program is no longer active at TACOM.
- (c) Page 17, MIL-STD-120 was deleted without replacement but it can be called out in the contract and still be used by the contractor for reference. Section C is revised.
- (d) Page 22, Clause E-5, First Article Confirmatory Test, Paragraph c, line 4, indicates that items shall be delivered FOB Origin and shipped on a Government Bill of Lading and shipped on DD 250. FOB is destination and no DD 250 is required for the First Article samples. Once parts are inspected and, if acceptable, parts will not be shipped back to contractor.
- (e) Page 23 and 24, Clause E-6, Production Lot Acceptance Testing (Government Facility), is deleted.
- (f) Page, 24, Clause E-8, Contractor Performance Certification Program (CP) 2-2000, is deleted.
- (g) Page 28, Paragraph (b), Clause HS6510, Material Inspection & Receiving Reports (DD Form 250), is corrected to read - One copy of the DD Form 250 is required to be submitted to the Purchasing Office.
- (h) Page 33, Clause IF6036, Indefinite Quantity, the date in the last line is corrected to read: 31 Mar 2006.

2. Additional Issues:

- (a) ECPs to Drawings 11826299, 11826274, 7274790. and 7799734 to require the contractor's cage code marking and serialization of gages are in process.
- (b) Laser etching is allowable on any gage that is not plated.
- (c) The Non-Disclosure and Non-Use agreement executed for the M420 Headspace Gages must be strictly adhered to. If the technical data package for these items is required after the 31 Mar 2006 expiration date of the contract or the last scheduled delivery, whichever comes first, the contractor will be required to execute a Non-Disclosure and Non-Use agreement and any technical data required will be released. Upon completion of the purpose for which it was intended, the contractor will be required to execute a certificate of destruction of all copies of technical data received or reproduced.

3. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 007 \*\*\*

| <u>Status</u> | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|---------------|-------------------------|---|-------------|
| A-1 DELETED   | 52.246-4538<br>TACOM-RI | AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS<br>DELETED 24 APR 03 WITHOUT REPLACEMENT | JUN/1998    |

Name of Offeror or Contractor: S&S TOOL AND MACHINE CO

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| Status      | Regulatory Cite         | Title                  | Date     |
|-------------|-------------------------|------------------------|----------|
| C-1 CHANGED | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988 |

APPLIES TO CLIN 0001 - M16 HEADSPACE GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 7799734 with revisions in effect as of 10 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

| DOCUMENT     | DELETE   | REPLACE WITH                                  |
|--------------|--|---|
| SPI-7799734  | MIL-P-116/MIL-P-14232<br>MIL-P-3420<br>MIL-B-117 | MIL-STD-2073-1<br>MIL-PRF-3420<br>MIL-DTL-117 |
| QAP 12977232 | MIL-STD-120                                      | * See Note                                    |

\* MIL-STD-120 has been deleted without replacement but can be used by contractor for reference.

(CS6100)

APPLIES TO CLIN 0002 - M60 HEADSPACE GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 7274790 with revisions in effect as of 7 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

| DOCUMENT    | DELETE   | REPLACE WITH                                  |
|-------------|--|---|
| SPI-7274790 | MIL-P-116/MIL-P-14232<br>MIL-P-3420<br>MIL-B-117 | MIL-STD-2073-1<br>MIL-PRF-3420<br>MIL-DTL-117 |

(CS6100)

APPLIES TO CLIN 0003 - M240 HEADSPACE GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11826274 with revisions in effect as of 7 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

| DOCUMENT     | DELETE                               | REPLACE WITH                  |
|--------------|--------------------------------------|-------------------------------|
| SPI-11826274 | MIL-P-116/MIL-P-14232<br>MIL-G-10944 | MIL-STD-2073-1<br>MIL-B-22020 |
| QAP 12977232 | MIL-STD-120                          | * See Note                    |

\* MIL-STD-120 has been deleted without replacement but can be used by contractor for reference.

(CS6100)

APPLIES TO CLIN 0004 - M240 HEADSPACE WARNING GAGE

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11826299 with revisions in effect as of 10 Dec 01 (except as follows):

ENGINEERING EXCEPTIONS:

| DOCUMENT     | DELETE      | REPLACE WITH |
|--------------|-------------|--------------|
| SPI-11826299 | MIL-P-117   | MIL-DTL-117  |
| QAP 12977232 | MIL-STD-120 | * See Note   |

\* MIL-STD-120 has been deleted without replacement but can be used by contractor for reference.

(CS6100)

|  |   |                |             |
|--|---|----------------|-------------|
| CONTINUATION SHEET                                     | Reference No. of Document Being Continued |                | Page 5 of 7 |
|  | PIIN/SIIN DAAE20-03-D-0044                | MOD/AMD P00001 |             |
| Name of Offeror or Contractor: S&S TOOL AND MACHINE CO |   |                |             |

SECTION E - INSPECTION AND ACCEPTANCE

| <u>Status</u> | <u>Regulatory Cite</u>  | <u>Title</u>                    | <u>Date</u> |
|---------------|-------------------------|---------------------------------|-------------|
| E-1 CHANGED   | 52.209-4513<br>TACOM-RI | FIRST ARTICLE CONFIRMATORY TEST | MAY/1994    |

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

| QUANTITY | ITEM NOMENCLATURE   | DRAWING                                  |
|----------|---|--|
| 10 each  | Various Headspace Gages identified/listed in this solicitation/contract | 7799734, 7274790, 11826274, and 11826299 |

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The samples shall be shipped to the location identified below at Contractor's expense. The test samples shall be delivered FOB Destination to: US ARMY TMDE SUPPORT CENTER, ATTN: AMSAM-TMD-B-LRI (MR. JOHN VEST), BUILDING 131 (2ND FLOOR), ROCK ISLAND, IL 61299-7430 and shall be marked "For Confirmatory Test, No Charge".

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

|             |                         |   |          |
|-------------|-------------------------|---|----------|
| E-2 DELETED | 52.246-4530<br>TACOM-RI | PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)   | DEC/1997 |
| E-3 DELETED | 52.246-4540<br>TACOM-RI | ES7016, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000, WAS DELETED 24 AUG 03 WITHOUT REPLACEMENT | APR/2001 |

|  |   |                |             |
|--|---|----------------|-------------|
| CONTINUATION SHEET                                     | Reference No. of Document Being Continued |                | Page 6 of 7 |
|  | PIIN/SIIN DAAE20-03-D-0044                | MOD/AMD P00001 |             |
| Name of Offeror or Contractor: S&S TOOL AND MACHINE CO |   |                |             |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| Status      | Regulatory Cite         | Title   | Date     |
|-------------|-------------------------|---|----------|
| H-1 CHANGED | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) One copy of the DD Form 250 is required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is stegallb@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: AMSTA-LC-CSC-C/Bobbie Stegall.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

|  |   |                |             |
|--|---|----------------|-------------|
| CONTINUATION SHEET                                     | Reference No. of Document Being Continued |                | Page 7 of 7 |
|  | PIIN/SIIN DAAE20-03-D-0044                | MOD/AMD P00001 |             |
| Name of Offeror or Contractor: S&S TOOL AND MACHINE CO |   |                |             |

SECTION I - CONTRACT CLAUSES

| Status | Regulatory Cite | Title | Date |
|--------|-----------------|-------|------|
|--------|-----------------|-------|------|

|                       |                     |  |          |
|-----------------------|---------------------|--|----------|
| I-1 CHANGED 52.216-22 | INDEFINITE QUANTITY |  | OCT/1995 |
|-----------------------|---------------------|--|----------|

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 MARCH 2006.

(End of clause)

(IF6036)